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2
3 BILL NO. S-75-11-50.

4 SPECIAL ORDINANCE NO. S- 261-75,

5 AN ORDINANCE approving a contract with A. GROSJEAN &
6 SON for Alley Improvement on Resolution 5702-1975

7
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated November 17, 1975, between the
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works and
12 A. GROSJEAN & SON, for:

13 Alley Improvement to the first alley north of Sixth Street from the
14 east property line of Cass Street to the west property line of
15 Harrison Street

16 for a total cost of \$9,816.00, of which the City will pay 25% and the property owners
17 will pay 75%, all as more particularly set forth in said contract which is on file in
18 the Office of the Board of Public Works and is by reference incorporated herein, made
19 a part hereof and is hereby in all things ratified, confirmed and approved.

20 SECTION 2. This Ordinance shall be in full force and effect from and
21 after its passage and approval by the Mayor.

22
23 
24 _____
25 Councilman

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35 APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Mrs. Sings, seconded by Sings, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 11-25-75 Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Mrs. Sings, seconded by Sings, and duly adopted, placed on its passage. Passed (Lost) by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
	<u>8</u>	<u>0</u>	<u>1</u>		
BURNS	<u>X</u>				
HINGA	<u>X</u>				
Hunter KRAUS			<u>X</u>		
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 12-9-75 Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 61-75 on the 9th day of December, 1975.

ATTEST: (SEAL) James Stier
Charles W. Westerman PRESIDING OFFICER
CITY CLERK

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of December, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 10th day of December, 1975, at the hour of 2:00 o'clock P. M., E.S.T.

John H. Leroop
MAYOR

Bill No. S-75-11-50

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with A. GROSJEAN & SON for Alley Improvement on

Resolution 5702-1975

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

~~SAMUEL TALARICO~~
Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Nuckols

Donald J. Schmidt

Winfield C. Moses Jr
Samuel J. Talarico
William T Hinga

QJ Schmidt

12/9/75 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

62-333-8

11/17/75

BARRETT LAW
 SUBJECT TO COUNCILMANIC APPROVAL
 Preliminary Meeting
 Ratification

CONTRACT

This Agreement, made and entered into this 17th day of November, 19 75

by and between: - - - - - A. GROSJEAN & SON - - - - -

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove the first alley north of Sixth Street from the east property line of Cass

Street to the west property line of Harrison Street

by grading and paving the roadway to a width of ten feet with

7" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5702-75 and at the following price per linear foot

at the following prices:

Excavation - regular	Four dollars and no cents, per cubic yard	\$ 4.00
Pavement, 7" Plain Conc.	Fourteen dollars and no cents, per square yard	14.00
Fine Grading	Two dollars and no cents, per square yard	2.00
Seeding, including mulch & fertilizer	Two dollars and no cents per square yard	2.00
Manhole, Type I	One thousand dollars and no cents, each	1,000.00
Catch Basin, Type I	One thousand dollars and no cents, each	1,000.00
Castings, Type "F", Required	Two hundred dollars and no cents, each	200.00
Castings, Type "A", Required	Four hundred dollars and no cents, each	400.00
Pipe, Class IV, 12"	Twenty dollars and no cents, per linear foot	20.00
Special Borrow	Eight dollars and no cents, per cubic foot	8.00

Pavement, 7" Plain Conc.	Fourteen dollars and no cents, per square yard	14.00
Fine Grading	Two dollars and no cents, per square yard	2.00
Seeding, including mulch & fertilizer	Two dollars and no cents per square yard	2.00
Manhole, Type I	One thousand dollars and no cents, each	1,000.00
Catch Basin, Type I	One thousand dollars and no cents, each	1,000.00
Castings, Type "F", Required	Two hundred dollars and no cents, each	200.00
Castings, Type "A", Required	Four hundred dollars and no cents, each	400.00
Pipe, Class IV, 12"	Twenty dollars and no cents, per linear foot	20.00
Special Borrow	Eight dollars and no cents, per cubic foot	8.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5702-75 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally ~~***~~within 30 working days after contract is approved by City Council and in all respects completed on or before ~~*****~~, 19____ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 24th day of Sept., 1975

A. GROSJEAN & SON

BY: Robert A. Grosjean

ITS: owner
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal

Betty Lou Nault

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

FOR STREET OR ALLEY

No. 5702 -1975

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve first alley north of Sixth Street

from the east property line of Cass Street
to the west property line of Harrison Street

By draining, curbing, grading and paving the roadway to a uniform width of twelve (12) feet with ~~Sheet Asphalt, Asphaltic Concrete upon a six (6) inch Concrete foundation, Six (6) inch Plain Concrete~~ or with 8" Macadam, 2" Binder and 1" Asphalt Top.

7" Plain Concrete

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

A maximum of 75% of the construction cost of the project

~~The total cost of said improvement, excepting the cost of street and alley intersections, shall be assessed~~

upon the real estate abutting on said alley as above described and on the balance of the total cost property within 150 feet of the line of the alley to be improved, and upon the City of Fort Wayne, Indiana, to the extent of the street and alley intersections. All according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporation," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred, are to be paid in ten equal installments, with interest at the rate of ~~five (5)~~ ^{six (6)} per cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the city from the assessments for such improvement, or such moneys as said city is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this _____ day of _____

BOARD OF PUBLIC WORKS:

L. D. Bruce
 Carl E. Wood
 Betty Lou Vault

GUARANTY BOND

Know All Men by These Presents, That we _____

_____-A. GROSJEAN & SON-_____

Contractors

as principal, and INDIANA INSURANCE COMPANY, INDIANAPOLIS, INDIANA-

_____as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINE THOUSAND,
EIGHT HUNDRED SIXTEEN DOLLARS AND NO CENTS-

_____ (\$ 9,816.00)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

_____-A. GROSJEAN & SON-_____

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a
Alley - 7" Plain Concrete Pavement

on _____ Street from _____

first alley north of Sixth Street from the east property line of Cass Street
to the west property line of Harrison Street.

_____ according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

_____ shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 24th day of SEPTEMBER, 1975

A. GROSJEAN & SON (SEAL)

BY: Ronald E. Altevogt (SEAL)

ITS: owner (SEAL)

Approved this _____ day of _____

[Signature]
Carl E. O'Neal
Barry Lou Nault
Board of Public Works.

INDIANA INSURANCE COMPANY, SURETY

Ronald E. Altevogt
BY Ronald E. Altevogt
Attorney-in-fact



LIABILITY BOND

Know All Men by These Presents, That we _____

_____-A. GROSJEAN & SON-_____

as principal, and INDIANA INSURANCE COMPANY, INDIANAPOLIS, INDIANA_____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINE THOUSAND,

EIGHT HUNDRED SIXTEEN DOLLARS AND NO CENTS_____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

_____ (\$ 9,816.00)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____

24TH day of SEPTEMBER, 1975

A. GROSJEAN & SON _____ (SEAL)

BY: Robert A. Grogan _____ (SEAL)

ITS: Owner _____ (SEAL)

_____ (SEAL)

Approved this _____ day of _____

INDIANA INSURANCE COMPANY, SURETY

Ronald E. Altevoigt
BY Ronald E. Altevoigt
Attorney-in-fact

APPROVED AS TO FORM AND LEGALITY



Betty Ann Nault
Board of Public Works.

CITY ATTORNEY

COMPLETED IN STREET ENGINEERING DEPARTMENT

September 19, 1975

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint

Ervin H. Heider or Ronald E. Altevoigt

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows:

Not to exceed the sum of \$100,000.00.

and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VII (1) of the By-laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VII (1).

The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory to the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the seal of the corporation thereto any and all bonds and undertakings, and other writings obligatory to the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 28th day of February 19 74.

INDIANA INSURANCE COMPANY

ATTEST:

J. R. Johnson
Secretary Assistant Secretary

By

J. Faust
Vice President

STATE OF INDIANA) ss.
COUNTY OF MARION)

On this 28th day of February, A.D. 1974, before me personally came J. S. Faust, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said J. S. Faust

further said that he is acquainted with J. R. Johnson and that he executed the above instrument. and knows him to be the Secretary - Assistant Secretary of said Corporation;

3-20-77
My Commission Expires

Joan H. Mills
Joan H. Mills Notary Public

STATE OF INDIANA) ss.
COUNTY OF MARION)

I, J. R. Johnson, the Secretary-Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this
day of _____ A.D., 19 _____.

(Seal)



J. R. Johnson
Assistant Secretary

No. the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975, in compliance with the provisions of CHAPTER 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADE OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MSC.
ASBESTOS WORKER	S	10.55	35c	55c			131f
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	9.29	30	25		1	
CARPENTER (BUILDING)	S	8.73		6%		4	21f
CARPENTER (HIGHWAY)	S	9.01	47	40		5	21f
CEMENT MASON	S	8.70	40				
ELECTRICIAN	S	9.60	39	17 1/2	30	4	
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7%	2	
GLAZIER	S	8.24	12		25	4	35 holiday
IRON WORKER	S	10.20	65	80		1	21f
LABORER (BUILDING)	S-SS	6.25-6.65	35	35		9	
LABORER (HIGHWAY)	US						
LABORER (SEWER)	S-US-SS	5.90-6.05	35	35		7	
	US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31f
MILLWRIGHT & PILEDRIVER	S	9.06		6%		4	21f
OPERATING ENGINEER (BUILDING)	S-SS						
OPERATING ENGINEER (HIGHWAY)	US	7.20-9.90	40	40		5	
OPERATING ENGINEER (SEWER)	S-SS-US	6.96-9.10	40	40		6	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.75-8.75	37	35		10	6misc.
PLASTERER	S	8.40	40				
PLUMBER & STEAMFITTER	S	9.90	30	65		7	41f
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85					
ROOFER	S	8.75		10			
SHEETMETAL WORKER	S	9.89	40	35		4	131f
TEAMSTER (BUILDING)	S-SS						
TEAMSTER (HIGHWAY)	US	7.36 2/3 - 8.3 1/2	18pw	10.50pw			
	S-SS-US	7.16-7.76	17.50pw	10.50pw			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Kozala
 REPRESENTING GOVERNOR, STATE OF INDIANA

Charles C. Leonard, Jr.
 REPRESENTING THE AWARDED AGENCY

Frank M. Rine
 REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with A. Grosjean & Son in amount of \$9,816.00
for Resolution No. 5702-1975, improving the first alley north of Sixth Street from
the east property line of Cass Street to the west property line of Harrison Street.

EFFECT OF PASSAGE Fulfillment of construction work proposed in above subject
Resolution.

EFFECT OF NON-PASSAGE Failure to fulfill construction agreement.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) City will pay 25% of cost
with property owners paying 75% of the cost.

ASSIGNED TO COMMITTEE Public Works